

**AMENDED AND RESTATED
SERVICES AGREEMENT**

1. Parties:

- 1.1. This Services Agreement ("**Agreement**") is entered into between SSTEK Savunma Sanayi Teknolojileri AS ("**SSTEK**"), located at Bestepe Mahallesi Yasam Caddesi Ak Plaza No:7/31 Yenimahalle, Ankara, Republic of Turkey, the Presidency of Defence Industries ("**SSB**"), located at Devlet Mahallesi Suleyman Emin Caddesi No:6-7 06420 Cankaya, Ankara, Republic of Turkey (both together will be hereinafter referred to as the Clients ("**Clients**"), and Arnold & Porter Kaye Scholer LLP ("**Arnold & Porter**" or the "**Firm**"), located at 601 Massachusetts Ave, NW, Washington, DC 20001- 3743, all of whom together will be hereinafter referred to as the Parties ("**Parties**").

2. Purpose:

- 2.1. The purpose of this Agreement is to set forth the mutual understanding of the Parties as to the basis on which the Firm will provide strategic counsel and legal consultancy services to the Clients with respect to the matters described under Section 3 of this Agreement and such additional matters as Parties may mutually agree in the future.

3. Subject of the Agreement:

- 3.1. The Clients hereby retain the Firm to provide strategic counsel and legal consultancy services for a period of twelve months, including but not limited to the following tasks (together as "**Works**"):
- a. The Firm will advise on a strategy for the SSB and Turkish contractors to remain within the Joint Strike Fighter Program (the "JSF Program"), taking into consideration and addressing the complex geopolitical and commercial factors at play.
 - b. The Firm will undertake a targeted outreach to the U.S. commercial partners and stakeholders within the JSF Program to sound out and understand their interests with regard to SSB's continued involvement as a strategic ally and valued partner in the JSF Program.
 - c. The Firm will continually monitor export controls and trade sanctions (together, as "**Sanctions**") that may be relevant and explain any said Sanctions.
- 3.2. The Firm does not make any promises or guarantees to the Clients concerning the outcome of the matter for which they have retained the Firm, and nothing in this Agreement shall be construed as such a promise or guarantee. If the matter does not reach a successful conclusion, for any reason, SSTEK shall still be responsible for all fees and disbursements charged by the Firm under the terms of this Agreement.

4. Term of the Agreement:

- 4.1. This Agreement will be effective for a twelve-month period starting 15 August 2021, unless terminated by either party in accordance with Section 9 of this Agreement.

5. Power to Bind:

- 5.1. Absent the express written consent of SSB and SSTEK, neither the Firm nor its consultants have authority to bind either SSB or SSTEK in any manner whatsoever. In addition, SSTEK represents that as the party signing this Agreement it is authorized by SSB to retain the Firm and sign on behalf of both itself and SSB.



6. Fee Calculation:

- 6.1. The Firm will charge SSTEK, and SSTEK will pay the Firm, a total of US\$1,500,000 payable at US\$125,000 per month for twelve months. SSTEK agrees to pay each invoice within 45 days of the submission of our monthly invoice. In the event this engagement is terminated by either party prior to the twelve-month period, SSTEK agrees to pay the *pro rata* sum due during that specific month of services through and including the date by which written notice of termination is provided to the other party.
- 6.2. All costs incurred by the Firm in connection with this Agreement will be covered by the monthly fees, with the exception of client-directed travel (airfare, car rental, hotel, meals and incidentals) outside of the D.C. metropolitan area. Such fees and expenses will cover the services of Firm professionals and other members that may be called upon to advise on matters within the scope of the Works. SSTEK will reimburse the Firm for client-directed travel (airfare, car rental, hotel, meals) outside of the D.C. metropolitan area (together as "Expense" or "Expenses"). However, the Firm shall not pay any third party vendor invoice(s) in excess of US\$10,000 until the Firm has received payment from SSTEK for such third party services.

7. Statement for Fees and Expenses:

- 7.1. The Firm will send SSTEK a statement covering the Firm's fee charges and Expenses under Section 6.1 and 6.2 respectively, providing such reasonable detail as SSTEK may require at the end of each work month. The statements will include copies of supporting documents for Expenses (invoices, receipts, proof of payments etc.), which is a prerequisite for SSTEK's payment of the relevant Expense. All such statements will be due and payable by SSTEK within 45 days of receipt thereof.
- 7.2. SSTEK will make all payments arising from this Agreement to the Firm's bank account with the details noted below:

Bank: [REDACTED]
Address: [REDACTED]
[REDACTED]
Account Owner: Arnold & Porter Kaye Scholer LLP
Account No: [REDACTED]
Swift Code: [REDACTED]
MAN No: [REDACTED]

8. Guidelines for Outside Counsel

- 8.1. To the extent SSTEK has established its own guidelines concerning legal retention agreements, billing policies or guidelines for outside counsel (collectively, the "Guidelines"), SSTEK agrees that the terms and conditions of this Agreement will control unless the Firm agrees to the terms of the Guidelines in writing.

9. Conclusion of Representation:

- 9.1. The Clients are entitled to terminate this Agreement at any time with no reason by giving written notice to the Firm with immediate effect. In the event that the Clients terminate within the six month period of this Agreement, SSTEK shall nonetheless be obligated to pay the Firm the sums outstanding as of the date of termination as provided in Section 6.1 of this Agreement.



- 9.2. The Firm is also entitled to terminate this Agreement at any time with no reason so long as the Firm's withdrawal can be accomplished in accordance with applicable law. In the event that the Firm's fees are not paid in a timely manner by SSTEK, the Firm reserves its right to terminate the services and withdraw from any matter, proceeding or case then pending, so long as such withdrawal can be accomplished in accordance with applicable Rules of Professional Responsibility.

10. Retention of Records:

- 10.1. The Firm will retain records of the matter for a period of five years upon the conclusion of this Agreement, unless otherwise instructed for a different disposition of records in writing by the Clients. The records referred herein will include electronic and 'hard copy' records.

11. Reporting:

- 11.1. The Firm will carry out the Works by providing regular updates and prompt notifications to SSTEK and SSB when necessary regarding developments in relation to the Works
- 11.2. In addition to the regular updates, the Firm will provide a written report to SSB and SSTEK at the end of each month of service about issues of importance and work done on behalf of the Clients during the preceding period.

12. Confidentiality:

- 12.1. The Firm will hold all documents, materials and information obtained from the Clients in relation to the Works (together, the "Materials") in confidence, unless authorized or requested by the Clients, or required by law as we may determine, or by any legal process, to produce any of (a) our files, (b) SSTEK or SSB files stored with us, or (c) our personnel as formal or informal witnesses or information sources with respect to our engagement or potential engagement by SSTEK and SSB. In such instance, SSTEK shall pay or reimburse the Firm for our professional time (at the then applicable hourly rate) as incurred in preparing and implementing a response to such request or requirement. Moreover, the Firm will only provide access to such Materials to the members of the Firm's team working on the Works.
- 12.2. SSTEK and SSB acknowledge that with respect to information that the Firm acquires during the representation of other clients, neither SSTEK or SSB nor any other person or entity will have any right or expectation of access to or use of such information. The Firm will maintain inviolate the confidentiality of SSB's and SSTEK's confidences and secrets in accordance with applicable Rules of Professional Responsibility.

13. Waiver of Future Conflicts of Interest:

- 13.1. The Firm is a national and international law firm that represents a diverse array of individuals, companies and other entities. In addition, a summary of our current practice areas and the industries in which we represent clients can be found on our website at www.arnoldporter.com. Some of our current or future clients may have matters in conflict with SSTEK or SSB, or one or more of either's parent, subsidiary or affiliated entities. Such matters could pose a variety of risks, direct or indirect, to SSB's and SSTEK's business, legal, financial or other interests. So that we are not unnecessarily conflicted from representing SSB and SSTEK or our other clients, we routinely ask clients for advance waivers of conflicts of interest in matters distinct from the matters on which we represent them. Thus, by signing this Agreement, each of SSB and SSTEK agrees that we will not be disqualified by reason of our representation of it from representing any client with interests adverse to SSB or SSTEK in litigation, transactions or other matters that are not substantially related to the matters on which we have been retained by SSTEK and SSB. SSTEK and SSB also acknowledge that with respect to

information that the Firm acquires during the representation of other clients, SSTEK or SSB nor any other person or entity will have any right or expectation of access to or use of such information. And, of course, we will similarly hold SSTEK's and SSB's information and secrets in confidence.

- 13.2. The occasion might arise for us to consult regarding our engagement for SSB and SSTEK with our own counsel — our General Counsel or other Firm lawyers — or with our own outside counsel at our expense. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and SSTEK and SSB as to such consultation. Accordingly, a condition of this engagement is that SSB and SSTEK consent to such consultation occurring, and waive any claim of conflict of interest based on such consultation. SSTEK and SSB also acknowledge that such communications are protected by our own attorney-client privilege from disclosure to SSB and SSTEK.
- 13.3. In addition, this Agreement will confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent, SSB and SSTEK and not any other Turkish government persons, ministries, departments, agencies, instrumentalities or entities.
- 13.4. The Firm represents and undertakes that it does not presently have nor will have engagement with a party with interests conflicting strictly with the interests of SSB or SSTEK or arising out of or in relation to or in connection with the scope of Works during the term of this Agreement.
- 13.5. Under this advance waiver provision, the Firm will commit not to represent any other client in any undertaking adverse to SSB and SSTEK that is substantially related to Arnold & Porter's services of the Works in this Agreement. In this context, the Firm will not take on any matter adverse to SSTEK or SSB on behalf of another client in circumstances in which any of SSB's or SSTEK's confidential information, as normally would have been obtained by the Firm in its representation of SSB and SSTEK, would be material to such new matter adverse to SSB and SSTEK.

14. Amendments:

- 14.1. All amendments to this Agreement will be in writing, signed by a duly authorized representative of each party.

15. Survival:

- 15.1. Notwithstanding anything herein to the contrary, Section 12 (Confidentiality) and any other provisions which by their nature should survive termination or expiration of this Agreement, will so survive for a period of three years.

16. No Waiver:

- 16.1. The waiver by SSTEK and SSB of any of their rights under this Agreement will be in writing, and any delay or failure, single or partial by either party in exercising any rights under this Agreement or applicable law will not be construed as a waiver of such rights. The waiver of any right under this Agreement by SSTEK and SSB will not be construed as a waiver of the same right at a future time or as a waiver of any other right under this Agreement.

17. Applicable Law and Dispute Resolution:

- 17.1. All disputes arising out of or in connection with the present contract will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules will apply irrespective of the amount in dispute. The place of arbitration will be in Washington D.C. This agreement and the



rights of the parties hereunder shall be governed by and construed in accordance with the laws of Washington, D.C., exclusive of conflict or choice of law rules.

- 17.2. The parties shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the hearing, except as may be necessary, to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Each party agrees that it shall use its reasonable best efforts to cause its directors, officers, partners, associates, employees, affiliates and agents to abide by this confidentiality agreement.

18. Notifications:

- 18.1. Any notice or communication under this Agreement relating to the performance of this Agreement may be sent in writing, delivered by hand (against receipt), sent by mail or courier or transmitted via e-mail unless otherwise agreed by the Parties under this Agreement.
- 18.2. Any and all notices relating to termination, infringement or breach of this Agreement, request of consent, request of compensation for any kind of loss will be in writing and will only be sent by registered mail (certified and return receipt required) or via notary public, to the address of the other party or will be delivered personally or by courier against a receipt stating the date of delivery and signed by the recipient at the address of the other party.
- 18.3. Until and unless a party (sending party) has received a written notice that the other party's (recipient party) address has changed, any notice which is sent to recipient party's address stated in this Agreement or any other address notified to the other party in accordance with the terms of this Agreement will be deemed properly served.
- 18.4. The parties acknowledge that this Agreement is executed in both the English language and the Turkish language. However, the Parties agree that any notice given under or in connection with this Agreement shall be in English, and all other documents provided under or in connection with this Agreement shall be in English, or accompanied by a certified English translation, and that the English language version of this Agreement and any notice or other document relating to this Agreement, shall prevail in the event there is a conflict, discrepancy or interpretation, except where the document is a constitutional, statutory or other official document.
- 18.5. The Parties represent that the address details given below are true and valid for the purposes of sending any notice, communication and other legal notifications if the recipient party has not stated otherwise.

For SSTEK:

Savunma Sanayi Teknolojileri AS
Beştepe Mahallesi Yasam Cad. Ak Plaza No:
7/31 Yenimahalle, Ankara , Turkey
Attention: Mehmet Kosebalaban T: +90.312.438.8000
[E-mail: mkbalaban@sstek.com.tr](mailto:mkbalaban@sstek.com.tr) and myalcin@sstek.com.tr

For SSB:

Presidency of Defence Industries
Devlet Mahallesi Suleyman Emin Caddesi No:6-7
06420 Cankaya, Ankara, Republic of Turkey
Attention: Barn Onur Sahin T: +90.312.411.9000 — 400
[E-mail: bosahin@ssb.gov.tr](mailto:bosahin@ssb.gov.tr)



For the Firm:

Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave, NW
Washington, DC USA 20001-3743
Attention: Raul R. Herrera T: +1 202.942.6601 F: +1 202.942.5999
E-mail: Raul.Herrera@arrioldporter.com

19. Designated SDNs:

- 19.1. The Clients covenant and agree that the specially designated nationals and blocked persons (SDNs) under CAATSA (Countering America's Adversaries Through Sanctions Act (Public Law 115-44)) on December 14, 2020, shall (a) be formally walled off from having any involvement in any manner whatsoever, whether direct or indirect, with the activities contemplated under this Agreement, (b) not exercise any decision-making authority or control, whether direct or indirect, over SSB or SSTEK in connection with or arising under this engagement, and (c) not receive directly or indirectly any of the Firm's advice provided under Section 3 of this Agreement.
- 19.2. The Clients further covenant and agree that in the event that the Firm learns that these commitments have been violated, that the Firm will have the option to immediately terminate this Agreement and withdraw as counsel (so long as such withdrawal is consistent with the applicable rules of professional responsibility).

FOR SSTEK SAVUNMA SANAYİ TEKNOLOJİLERİ AŞ

[Signature] _____

By: Ahmet Akif Öztepe

Date: 15.08.2021

SSTEK SAVUNMA SANAYİ TEKNOLOJİLERİ A.Ş.
Akmerkezi Mah. 1. Kat Kat: 1
Tel: 0312 439 89 00 Kağıthane / İSTANBUL
Mersis No: 0781006143800000 T.C. Sicil No: 295739
KURUMSAL MÜHÜR

[Signature] _____

By: Ahmet Koray Çelebi

Date: 15.08.2021

FOR ARNOLD & PORTER KAYE SCHOLER LLP

[Signature] _____

By: _____

Date: _____

[Signature] _____

By: _____

Date: _____